

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

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**If you signed a membership contract and joined It's Just Lunch on or after October 15, 2001 or if you joined It's Just Lunch in New York and paid more than \$1,000 for a year's worth of services at the time of initial contracting, please read this notice carefully. A proposed class action settlement may affect your rights.**

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*A Judge of the U.S. District Court for the Southern District of New York authorized this Notice.  
This is not a solicitation from a lawyer.*

- Certain clients of It's Just Lunch ("Plaintiffs") have filed a lawsuit against It's Just Lunch and certain affiliated companies (collectively, "It's Just Lunch" or "IJL"). The Plaintiffs allege that It's Just Lunch fraudulently induced clients who joined on or after October 15, 2001 into signing a membership contract. The Plaintiffs also allege that, in charging greater than \$1,000 for one year's worth of services in New York, It's Just Lunch has (i) committed deceptive or unfair practices in violation of New York General Business Law §§ 349 and 394-c on or after October 15, 2001; and (ii) unjustly enriched itself by charging clients greater than \$1,000 in New York.
- It's Just Lunch denies all of the Plaintiffs' allegations and denies any wrongdoing.
- The certified class includes all IJL clients or former clients who signed a membership contract and joined It's Just Lunch on or after October 15, 2001, if the clients did not obtain a refund of their payments to It's Just Lunch (the "National Claim") and if they fall within certain time limits set by law.
- The certified class also includes all IJL clients in the State of New York who signed a membership contract on or after October 15, 2001 and who paid more than \$1,000 for a year's worth of services at the time of initial contracting and who did not obtain a refund of the amounts paid to It's Just Lunch (the "New York Claim").
- Not all members of the certified classes will have both the National Claim and the New York Claim as defined above.
- Your legal rights are affected whether you act or don't act. Please read this Notice carefully, continued on the following pages.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM TO OBTAIN A CASH PAYMENT OR VOUCHERS ISSUED UNDER SETTLEMENT</b>	The only way to get a cash payment or voucher under the Settlement is to submit a valid Claim Form as described below. The benefits of the Settlement are outlined in Questions 7-8 of this notice.
<b>EXCLUDE YOURSELF</b>	You have the right to ask to be excluded from the Settlement. If you do so, you will not be entitled to any payment under the Settlement, but you may pursue your own lawsuit against It's Just Lunch if you so choose. This is further explained in Questions 12-15 below.
<b>OBJECT</b>	You have the right to tell the Court if you have an objection to the Settlement. You can do this only if you don't exclude yourself. This is further explained in Questions 18-19 below.
<b>GO TO THE HEARING</b>	You have the right to ask to speak in Court about the fairness of the Settlement. You can do this only if you don't exclude yourself and if you submit a written objection to the Settlement with the Court before the date of the hearing regarding final approval of the Settlement. This is further explained in Questions 20-22 below.
<b>DO NOTHING</b>	If you do nothing, you will not receive a cash payment or voucher and will give up your rights to assert any claims with respect to the issues raised in this action against It's Just Lunch.

- This Notice explains your legal rights and options—**and the deadlines to exercise them.**
- The Court must decide whether to approve the Settlement as part of the process described in this Notice. Benefits of the Settlement will only be provided if the Court approves the Settlement.

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QUESTIONS? VISIT [WWW.IJLCLASSACTION.COM](http://WWW.IJLCLASSACTION.COM)  
OR CALL TOLL FREE AT 855-486-7348

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## **BASIC INFORMATION**

### **1. WHY DID I GET A NOTICE?**

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You received a notice by email if It's Just Lunch's records show that you are a potential Class Member and if the records included the email address to which the notice was sent. The email notice referred you to an informational website which included this more detailed Notice. You received a notice by mail if It's Just Lunch's records show that you are a potential Class Member and if the records do not include a valid email address but do include a mailing address.

The Court ordered that a Notice be sent to you because you have the right to know about a proposed Settlement of the class action against It's Just Lunch and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, It's Just Lunch or an administrator appointed by the Court will distribute the benefits allowed by the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them. Please read this Notice carefully.

The United States District Court for the Southern District of New York is presiding over this lawsuit and the proposed Settlement. The people who sued are called the Plaintiffs and the companies they sued, collectively referred to as It's Just Lunch for the purposes of this Notice, are the Defendants.

### **2. WHAT IS THE LAWSUIT ABOUT?**

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A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. A representative plaintiff or plaintiffs, also known as a "class representative" or "class representatives," asserts claims on behalf of a group of similarly situated people.

In this case, Representative Plaintiffs filed a proposed class action against It's Just Lunch on October 15, 2007. The case is titled *Rodriguez, et al. v. It's Just Lunch, et al.*, No. 07-CV-9227 (SN) (the "Action"). In the Action, Representative Plaintiffs claimed that that It's Just Lunch fraudulently induced clients into

signing a membership contract. The Plaintiffs also claimed that It's Just Lunch violated New York law and unjustly enriched itself by charging greater than \$1,000 for one year's worth of its services in New York .

It's Just Lunch denies all of the Plaintiffs' allegations and denies any wrongdoing. The Settlement is not an admission of wrongdoing.

### **3. WHY IS THERE A SETTLEMENT?**

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The Court did not decide in favor of Plaintiffs or It's Just Lunch. Instead, both sides agreed to a Settlement. The Settlement is the result of arm's-length negotiations between Plaintiffs and Defendants. Both sides agree that, in light of the risks and expenses of continued litigation, this Settlement is fair and appropriate under the circumstances. That way, they avoid the cost and risks of a trial, and Settlement benefits go to the Class Members.

### **WHO IS IN THE SETTLEMENT?**

To see if you may qualify for the benefits of the Settlement, you first have to determine whether you are a Class Member.

### **4. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?**

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For Settlement purposes, the United States District Court has decided that everyone who fits one or both of the following categories is a Class Member: (i) all individuals who became clients of It's Just Lunch in New York and who, on or after October 15, 2001, paid more than \$1,000 for a year's worth of services at the time of initial contracting; and (ii) all people who signed a membership contract with It's Just Lunch and purchased It's Just Lunch's services in one of the states listed below on or after that state's corresponding earliest qualifying date, provided the person has not received a full refund and/or has not released his or her claims against It's Just Lunch or one of its franchisees. The last qualifying date for all individuals is September 11, 2019. Anyone who became an IJL client after September 11, 2019 is not a Class Member.

<b>State Where Contract Was Signed</b>	<b>Earliest Qualifying Date</b>
Alabama	October 15, 2005
Alaska	October 15, 2005
Arizona	October 15, 2004
Arkansas	October 15, 2004
California	October 15, 2004
Colorado	October 15, 2004
Connecticut	October 15, 2004
Delaware	October 15, 2004
District of Columbia	October 15, 2004
Florida	October 15, 2003

QUESTIONS? VISIT [WWW.IJLCLASSACTION.COM](http://WWW.IJLCLASSACTION.COM)  
OR CALL TOLL FREE AT 855-486-7348

<b>State Where Contract Was Signed</b>	<b>Earliest Qualifying Date</b>
Georgia	October 15, 2003
Hawaii	October 15, 2001
Idaho	October 15, 2004
Illinois	October 15, 2002
Indiana	October 15, 2001
Iowa	October 15, 2002
Kansas	October 15, 2005
Kentucky	October 15, 2002
Louisiana	October 15, 2006
Maine	October 15, 2001
Maryland	October 15, 2004
Massachusetts	October 15, 2004
Michigan	October 15, 2001
Minnesota	October 15, 2001
Mississippi	October 15, 2004
Missouri	October 15, 2001
Montana	October 15, 2005
Nebraska	October 15, 2003
Nevada	October 15, 2004
New Hampshire	October 15, 2004
New Jersey	October 15, 2001
New Mexico	October 15, 2003
New York	October 15, 2001
North Carolina	October 15, 2004
North Dakota	October 15, 2001
Ohio	October 15, 2003
Oklahoma	October 15, 2005
Oregon	October 15, 2005
Pennsylvania	October 15, 2005
Rhode Island	October 15,2001

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OR CALL TOLL FREE AT 855-486-7348

<b>State Where Contract Was Signed</b>	<b>Earliest Qualifying Date</b>
South Carolina	October 15, 2004
South Dakota	October 15, 2001
Tennessee	October 15, 2004
Texas	October 15, 2003
Utah	October 15, 2004
Vermont	October 15, 2001
Virginia	October 15, 2005
Washington	October 15, 2004
West Virginia	October 15, 2005
Wisconsin	October 15, 2001
Wyoming	October 15, 2003

**5. WHO IS NOT INCLUDED IN THE CLASS?**

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The Class does not include anyone who became a client of It’s Just Lunch and purchased It’s Just Lunch’s services before October 15, 2001. The Class does not include anyone who has signed any releases of claims in favor of It’s Just Lunch and/or any of the affiliated companies who are parties to this class action and/or who received a complete refund of the amounts paid to join It’s Just Lunch. The Class does not include anyone who does not fit at least one of the categories detailed in Question 4 above.

**6. I AM STILL NOT SURE IF I AM INCLUDED.**

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If you are still not sure whether you are included, you can contact the Claims Administrator through the website [www.ijlclassaction.com](http://www.ijlclassaction.com). Do not contact the Court.

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

**7. WHAT DOES THE SETTLEMENT PROVIDE?**

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Each eligible Class Member who submits a valid Claim Form by **December 10, 2019** (an “Eligible Claimant”), will have an option of claiming a cash payment or a voucher for certain IJL services or discounts. Each member of the National Class who has not opted out of the Settlement and has submitted a valid Claim Form for a cash payment may receive a minimum award of \$14.44 and a maximum award of an undetermined amount based on the number of National Class members who submit valid Claim Forms. Members of the Class who do not timely opt out release IJL and the Released Parties from any claims related to or arising from contracts between members of the Class and IJL or claims arising from the facts that form the basis of this action.

In addition to a cash payment or voucher, each eligible Class Member who purchased a year’s worth of It’s Just Lunch’s services for greater than \$1,000 in New York at the time of initial contracting (a “New

York Eligible Claimant”) will receive a payment of \$200 from It’s Just Lunch. A New York Eligible Claimant must submit a valid Claim Form to receive the New York payment.

Additionally, IJL shall adhere to its pledge as described below and will honor Client preferences as to age, parental status, and religious status as set forth in all new Client agreements. To bring about these changes, IJL hereby commits to the following:

- IJL does not use algorithms to match clients and matches are hand-selected by a matchmaker.
- Any personnel engaged in matchmaking will have been trained by IJL and IJL will disclose to members if it uses any consultants who are not employees of IJL. This commitment does not apply to IJL franchisees as their matchmaking employees are not trained or employed by IJL.
- IJL does not use and will not use “Control Points.”
- IJL does not have and will not adopt a policy to require its employees to say they have “two matches” or “we already have some matches in mind” during the initial interview if that statement is untrue and it will train its employees to not make such a statement, unless it is in fact true at the time.
- IJL does not provide any free memberships to anyone unless it substantially overhauls its current method of doing business. IJL may match current members with former members or other singles within the IJL database.
- IJL commits to disclose the location of matchmakers if the matchmakers are not located in the city in which the client joins, including if those matchmakers operate out of the Florida call center. This does not apply to IJL franchisees which do not use the IJL Florida call center including IJL Midwest Denver.
- IJL will adhere to the use of contract language to include its policy of honoring client criteria in bold underlined type. All Date Introductions will be within the criteria provided by Client at the time of join with respect to age, religion and parental status. If IJL presents a Date Introduction that is outside of the Client’s criteria with respect to age, religion and parental status, Client may agree to accept the Date Introduction at Client’s discretion.
- IJL shall not be bound by the foregoing commitments if its business is sold to an independent third party which substantially overhauls the operations of the acquired business.

## **8. WHAT CAN I GET FROM THE SETTLEMENT?**

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It’s Just Lunch will provide the following:

- Class Members who elect to participate in the Settlement by submitting a Claim Form have the choice to receive a cash payment or a voucher.
  - A Class Member who has not opted out of the Settlement and has submitted a valid Claim Form for a cash payment may receive a minimum award of \$14.44 and a maximum award of an undetermined amount based on the number of National Class members who submit valid Claim Forms; or
  - A Class Member who has not opted out of the Settlement and has submitted a valid Claim Form for a voucher rather than a cash payment shall be entitled to receive one voucher redeemable for at least one free date arranged by IJL in the manner of its ordinary services and in compliance with the provisions of this agreement

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OR CALL TOLL FREE AT 855-486-7348

concerning modification of services. A single voucher has an estimated value of \$450, but can be valued at a higher price depending on the membership plan provided at a given geographical location. If the National Class member who submits a valid Claim Form for a voucher is not a current member of IJL, he or she shall also be entitled to receive a voucher for a 25% discount towards an IJL membership.

- Vouchers may be transferred to non-Class Members redeemable for at least one free date depending on the level of service offered in the office through which the voucher is redeemed. The transferee will only be entitled to receive the free date in conjunction with a current It's Just Lunch membership, previously purchased or purchased at the time of redemption, and the value per date will vary depending on the level of membership the transferee purchases. Only a single one-time transfer will be permitted, to a transferee to be identified in writing to IJL along with presentation of the original voucher. If a transferee does not purchase or does not already have an IJL membership, IJL shall have no responsibility to provide services to the transferee or as to the voucher in question
- Changes to its business practices that address the practices complained of by the Class Representatives, including a pledge of quality and to honor certain preferences specified by its clients.

It's Just Lunch will additionally provide the following to New York Eligible Claimants:

- A \$200 payment upon submission of a valid Claim Form.

## **HOW YOU GET BENEFITS IF YOU ARE ELIGIBLE: SUBMITTING A CLAIM FORM**

### **9. HOW CAN I GET BENEFITS IF I AM ELIGIBLE?**

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To obtain a cash payment or voucher, you must complete and submit a valid Claim Form. Claim Forms can be submitted electronically at [www.ijlclassaction.com](http://www.ijlclassaction.com) or by downloading a Claim Form from the website and mailing your completed form to: Rodriguez, et al. v. It's Just Lunch, et al.; c/o Claims Administrator; P.O. Box 58850; Philadelphia, PA 19102-8850. Read the instructions carefully, fill out the Claim Form (answering all questions truthfully), and submit your form online no later than **December 10, 2019**, or via mail postmarked by **December 10, 2019**. If you are a New York Eligible Claimant, you also need to submit a Claim Form to obtain a cash payment or voucher.

### **10. WHEN WOULD I GET MY BENEFITS?**

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The Court will hold a hearing on Tuesday December 10, 2019 at 10:00 a.m. at the Thurgood Marshall Courthouse, 40 Foley Square, Courtroom 219, New York, New York 10007-1312 to decide whether to approve the Settlement. If the Court approves the Settlement, after that there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for the Claim Forms to be processed. Please be patient.

The proposed Settlement contemplates distributing benefits to Class Members 60 days from the date the Settlement becomes final.

### **11. WHAT AM I GIVING UP IF I REMAIN IN THE CLASS?**

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QUESTIONS? VISIT [WWW.IJLCLASSACTION.COM](http://WWW.IJLCLASSACTION.COM)  
OR CALL TOLL FREE AT 855-486-7348



Unless you exclude yourself, you remain a Class Member, and that means that you can't sue, continue to sue, or be part of any other lawsuit against It's Just Lunch concerning the legal issues in this case. If the Settlement is approved and becomes final and not subject to appeal, then you and all Class Members release all "Released Claims" against all "Released Parties."

"Released Claims" means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities including but not limited to the District of Columbia that arise out of or relate in any way to the any of the claims asserted in the Complaint in the Action or the facts or circumstances relating to such claims, including, without limitation, any claim that IJL's performance under its contracts with members of the Settlement Classes or IJL's conduct in connection with the marketing of its services was unlawful, deceptive, misleading, fraudulent, inadequate, improper, negligent, grossly negligent, or breached any federal, state or local consumer fraud or similar laws. For the avoidance of doubt, this release does not extend to claims having no relationship with the claims or facts in this litigation, by way of example only, alleged personal injury resulting from a visit to an IJL office. In addition, with respect to Representative Plaintiffs only, "Released Claims" includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring to the date of Preliminary Approval that might be attributable to IJL.

"Released Parties" means It's Just Lunch, and its affiliates, parents, direct and indirect subsidiaries, agents, insurers, franchisees, and any company or companies under common control with any of them, and each of its franchisees or their respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, representatives, partners, vendors, issuers, insurance carriers, and assigns, or anyone acting on their behalf.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want the benefits of this Settlement, and you want to keep any right you may have to sue or continue to sue the Released Parties on your own about the Released Claims, then you must take steps to remove yourself from the Class. This is called "excluding yourself," and is sometimes referred to as "opting out" of the Class.

### **12. HOW DO I GET OUT OF THE SETTLEMENT?**

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To exclude yourself from the Settlement, you must send a signed letter by mail stating that you want to "exclude yourself" or "opt out" of the It's Just Lunch Settlement. Please be sure to include your name, address, telephone number, and your signature. Alternatively, you may complete the Opt Out Form available on the website [www.ijlclassaction.com](http://www.ijlclassaction.com). You must mail your exclusion or opt out request postmarked no later than **November 25, 2019** to: Rodriguez, et al. v. It's Just Lunch, et al.; c/o Claims Administrator; P.O. Box 58850; Philadelphia, PA 19102-8850.

You cannot exclude yourself on the phone or by fax or email.

### **13. WHAT IS THE EFFECT IF I EXCLUDE MYSELF FROM THIS SETTLEMENT?**

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If you ask to be excluded, you will not receive payment or vouchers from this Settlement. If you engage It's Just Lunch's services, you will receive the benefit of the business practice changes that It's Just Lunch has agreed to implement as a result of this Settlement. If you ask to be excluded, you cannot object to the

Settlement. You will not be legally bound by anything that happens in the Action. You may be able to sue (or continue to sue) It's Just Lunch in the future about the legal issues in this case.

#### **14. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up your right to sue It's Just Lunch and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from *this* Action to pursue your own lawsuit. Remember, your exclusion request must be postmarked on or before **November 25, 2019**.

#### **15. IF I EXCLUDE MYSELF, CAN I GET A PAYMENT OR VOUCHER FROM THIS SETTLEMENT?**

No. If you exclude yourself, do not submit a Claim Form to ask for a cash payment or voucher. You may exercise any right you may have to sue, continue to sue, or be a part of a different lawsuit against It's Just Lunch and the other Released Parties.

### **THE LAWYERS REPRESENTING YOU**

#### **16. DO I HAVE A LAWYER IN THE CASE?**

The Court appointed the law firm of Balestriere Fariello to represent the Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers' services. The Court will determine the amount of Class Counsel's fees and expenses, which will be paid from the funds provided for as part of the Settlement.

#### **17. HOW WILL THE LAWYERS BE PAID?**

Class Counsel will request from the Court an award of attorneys' fees and expenses and for a service award for the Representative Plaintiffs. The amount sought for Class Counsel's attorneys' fees, costs and expenses is \$1.5 million. The amount sought as a service award for the Representative Plaintiffs will not exceed \$12,000 each. If approved by the Court, Class Counsel will be paid from the fund created by It's Just Lunch as part of this Settlement (the "Monetary Fund") and managed by the Claims Administrator. This Monetary Fund will be created when It's Just Lunch places \$4.75 million in a trust bank account, and interest earned on this amount will become part of the fund. In the event that there are any funds remaining in the Monetary Fund held in that account after all payments hereunder have been made to Class Counsel, the Representative Plaintiffs, the Claims Administrator, and the Eligible Claimants, the Claims Administrator shall distribute the balance in that bank account as a charitable donation to a 501(c)(3) certified charity as agreed upon by the Parties with the approval of the Court. *You have the right to object to the requested fees and expenses and awards.*

Class Counsel will file their application for attorneys' fees, expenses, and for the service award by no later than November 12, 2019. These papers will also be posted on the Settlement website ([www.ijlclassaction.com](http://www.ijlclassaction.com)).

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or some part of it.

#### **18. HOW DO I TELL THE COURT IF I DON'T LIKE THE SETTLEMENT?**

QUESTIONS? VISIT [WWW.IJLCLASSACTION.COM](http://WWW.IJLCLASSACTION.COM)  
OR CALL TOLL FREE AT 855-486-7348

If you believe the proposed Settlement is unfair or inadequate, you may object to the Settlement, either personally or through an attorney (at your own expense), by filing a written objection with the Court and mailing a copy of your written objection to Class Counsel and Defense Counsel at the addresses listed below.

All objections must be signed and must include your name, address, telephone number and the name of the Action, *Rodriguez, et al. v. It's Just Lunch, et al.*, No. 07-CV-9227 (SN). All objections must be filed with the Court and postmarked to Class Counsel and Defense Counsel no later than **November 25, 2019**. If you submit a timely objection, you may appear at your own expense at the Fairness Hearing, either personally or through an attorney. Your objection should clearly explain why you object to the proposed Settlement and state whether you intend to appear at the Final Approval Hearing, either personally or through an attorney.

Where to mail your written objections:

<b>Court</b>	<b>Class Counsel</b>	<b>Defense Counsel</b>
Clerk of Court Daniel Patrick Moynihan United States Courthouse 500 Pearl St. New York, New York 10007-1312	Balestriere Fariello It's Just Lunch Class Action 225 Broadway, 29th Floor New York, New York 10007	Peter Shapiro Lewis Brisbois Bisgaard & Smith LLP 77 Water Street, Suite 2100 New York, New York 10005

## **19. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THIS SETTLEMENT?**

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Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

## **20. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

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The Court will hold a Fairness Hearing on Tuesday, **December 10, 2019** at 10:00 a.m. at the Thurgood Marshall Courthouse, 40 Foley Square, Courtroom 219, New York, New York 10007. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and who do speak. The Court may also consider Class Counsel's application for attorneys' fees and reimbursement of expenses and for the service award to Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

## **21. DO I HAVE TO COME TO THE HEARING?**

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No. Class Counsel will answer questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court and talk about it. As long as your written objection is received on time, the Court will consider it.

## **22. MAY I SPEAK AT THE HEARING?**

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QUESTIONS? VISIT [WWW.IJLCLASSACTION.COM](http://WWW.IJLCLASSACTION.COM)  
OR CALL TOLL FREE AT 855-486-7348

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear” in “*Rodriguez, et al. v. It’s Just Lunch, et al.*, No. 07-CV-9227 (SN).” Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. Your Notice of Intention to Appear must be received by the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in Question 18, no later than November 25, 2019. You cannot speak at the hearing if you exclude yourself.

## **IF YOU DO NOTHING**

### **23. WHAT HAPPENS IF I DO NOTHING AT ALL?**

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If you are an eligible Class Member and do nothing, you will not receive a cash payment or voucher. You must complete and submit a valid Claim Form to receive a cash payment or voucher under the Settlement for both the New York and National Classes. If you do not exclude yourself as a Class Member, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against It’s Just Lunch or any of the Released Parties about the legal issues in this case ever again.

## **GETTING MORE INFORMATION**

### **24. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

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This Notice summarizes the proposed Settlement. More details appear in the Settlement Agreement (the “Agreement”). Copies of the Agreement and the pleadings and other documents relating to the Action are available at the Settlement website, [www.ijlclassaction.com](http://www.ijlclassaction.com). These documents are also on file at the United States District Court for the Southern District of New York and may be examined and copied at any time during regular office hours between 9:00 a.m. and 4:30 p.m. or you may access documents on the Public Access to Court Electronic Records (“PACER”) website at <https://www.pacer.gov>. PACER is an electronic public access service that allows users to obtain case and docket information online from federal, appellate, district, and bankruptcy courts, and the PACER Case Locator on PACER.

### **25. HOW DO I GET MORE INFORMATION?**

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You can visit the Settlement website at [www.ijlclassaction.com](http://www.ijlclassaction.com), where you will find the Claim Form and other information, including a copy of the Settlement Agreement. You may also contact the Claims Administrator, by phone toll free at 855-486-7348, or Class Counsel, Balestriere Fariello, at 212-374-5400. *You should not direct questions to the Court.*

Dated: September 11, 2019

By Order of the Court  
CLERK OF THE COURT